

RESOLUTION #2021-06

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE BOARD OF HARDIN COUNTY COMMISSIONERS FOR MUNICIPAL COURT INDIGENT DEFENDANT REPRESENTATION REIMBURSEMENT

WHEREAS, the Village of Ada has been made aware that it has become necessary to enter into an agreement for reimbursement to the county for costs of representation of indigent defendants in the Hardin County Municipal Court when charged with certain municipal code offenses, and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL TO THE VILLAGE OF ADA, OHIO:

SECTION 1. That the Mayor be and is hereby authorized to enter into an agreement with the Board of Hardin County Commissioners upon the terms agreed upon between the village and said board consistent with the proposed terms as set forth on the attached document, marked as Exhibit A, and by this reference incorporated herein.

SECTION 2. This Resolution shall go into effect from and after the earliest period allowed by law.

PASSED: April 6, 2021



Mayor

Attest:



Fiscal Officer

December 08, 2020

IN THE MATTER OF APPROVING AN
AGREEMENT WITH THE VILLAGE OF
ADA REGARDING INDIGENT COUNSEL

This day the Board of Hardin County Commissioners met in regular session,
members present, Timothy L. Striker, Roger E. Crowe, and Randall S. Rogers,

It was moved by Mr. *Rogers* and seconded by Mr. *Crowe*
that the following be adopted

RESOLUTION

WHEREAS, the Village of Ada has created an appointed counsel system for
their municipality whereby individual attorneys are assigned on a case by case basis for
indigent defendants who qualify, and

WHEREAS, pursuant to ORC 120.33 and the OAC 120-1-09 the Village
wishes to enter into an agreement with Hardin County to provide effective representation
to indigent persons under which the Village shall reimburse the county for counsel
appointed to represent indigent persons charged with a violation of an ordinance of the
Village, and

WHEREAS, Hardin County adopted an updated resolution on November 12,
2019 in Volume 103 page 257 establishing a schedule of fees on an hourly basis to be
paid to counsel for legal services provided, effective January 1, 2020, and

BE IT THEREFORE RESOLVED, the Board of Hardin County
Commissioners hereby enter into an agreement with the Village of Ada to provide
indigent counsel and reimburse Hardin County for that portion of the costs not
reimbursed by the State of Ohio, not to exceed the fee schedule in effect and adopted by
the Board of County Commissioners, and

FURTHER RESOLVED, the term of this agreement shall be from January
1, 2021 through December 31, 2021 as indicated by the attached copy of the signed
agreement.

Roll call resulted as follows:

_____	<input checked="" type="radio"/> YES <input type="radio"/> NO
President of the Board Timothy L. Striker	
<i>[Signature]</i>	<input checked="" type="radio"/> YES <input type="radio"/> NO
Roger E. Crowe	
<i>[Signature]</i>	<input checked="" type="radio"/> YES <input type="radio"/> NO
Randall S. Rogers	

Attest *[Signature]*
Clerk of the Board

RESOLUTION
AUDITOR
PROSECUTOR
ADA
MUNICIPAL COURT

V105
199

Hardin
County
Commissioners
Courthouse
Kenton, Ohio

**AGREEMENT FOR INDIGENT DEFENSE SERVICES
IN MUNICIPAL COURT
(ASSIGNED COUNSEL)**

This Agreement is entered into by and between the Hardin County Commissioners, with a mailing address of One Courthouse Square, Suite 100 Kenton, OH 43326, (hereinafter referred to as the "COUNTY"), and the Village of Ada with a mailing address of 115 W. Buckeye St. Ada, OH 45810, (hereinafter referred to as the "VILLAGE").

WHEREAS, the VILLAGE recognizes its responsibility under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a VILLAGE ordinance for which the penalty or any possible adjudication includes the potential loss of liberty, and

WHEREAS, the COUNTY has adopted a program for this Municipality, whereby individual attorneys are assigned on a case by case basis for indigent defendants who qualify, and

WHEREAS, the County Commissioners pursuant to Ohio Revised Code §120.33 may enter into a contract with a municipal corporation under which the municipal corporation shall reimburse the County for counsel appointed to represent indigent persons charged with a violation of an ordinance of the municipal corporation, and

WHEREAS, these contracts must contain terms in conformance with Ohio Administrative Code 120-1-09 and the parties must follow the Ohio Public Defender Commission standards and guidelines and the limits of the County Maximum Fee Schedule for Appointed Counsel in order for the COUNTY to obtain reimbursement for indigent defense costs pursuant to Ohio Revised Code §120.33 and §120.35, and pay the CITY/VILLAGE its appropriate share, and

WHEREAS, this Agreement has been authorized by the VILLAGE by Res.# 2021-06, passed by the Ada Village Council on 4/06/2021, and by Resolution #105-199, passed by the Board of Commissioners of Hardin County on December 08, 2020.

NOW THEREFORE, the parties do mutually agree to bind themselves as follows:

1. REPRESENTATION

- 1.1 The VILLAGE and COUNTY agree that the judges of the municipal court may assign by journal entry, recorded on the Court Docket, appointed counsel to represent indigent adults and juveniles in Municipal Court on or after the commencement date and during the term of this agreement in which the defendant is indigent and charged with the commission of an offense or act which is a violation of a VILLAGE ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.
- 1.2 Indigency shall be determined in accordance with the standards of indigency and other rules and guidelines established by the Ohio Public Defender's Commission and the State Public Defender, pursuant to Ohio Revised Code §120.03 and Ohio Administrative Code §120-1-03.
- 1.3 In addition to indigency the parties agree all rules, standards, and guidelines issued by the office of the Ohio Public Defender and the Ohio Public Defender Commissioner shall be followed.

2. COMPENSATION

- 2.1 Pursuant to Ohio Revised Code 120.33 and aforesaid resolutions, the COUNTY shall pay all legal fees and expenses to counsel duly appointed by the Municipal Court of Hardin County,

Ohio, to represent indigent persons charged with violations of the ordinances of the VILLAGE of Ada, Ohio.

- 2.2 Payment by the municipality for representation of indigent persons may be by contractual amount or a fee schedule, however in either event such payment shall not exceed the fee schedule in effect and adopted by the County Commissioners of the county wherein the municipal corporation is located.
- 2.3 VILLAGE agrees to reimburse the COUNTY for all legal fees and expenses which are paid by the COUNTY according to 2.1 above within thirty (30) days of receipt of an invoice for such fees and expenses.
- 2.4 The COUNTY shall promptly pay over to the VILLAGE any reimbursement received from the Office of the Ohio Public Defender Commission pursuant to Chapter 120 of the Ohio Revised Code for any amounts expended pursuant to this agreement, within thirty (30) days of receipt of said reimbursement.

3. DURATION OF CONTRACT and TERMINATION

- 3.1 The term of this agreement shall be for one year, January 1, 2021 to December 31, 2021. *(This contract may be renewed for additional one year terms upon proper resolution of each entity agreeing to the one year extension and proper appropriation of funding for the new year. Copies of the resolutions are to be sent to the Ohio Public Defender, 250 East Broad St., Suite 1400, Columbus, Ohio 43215).*
- 3.2 If the COUNTY or VILLAGE shall fail to fulfill in a reasonable, timely and proper manner its obligations under this agreement or if either party shall substantially violate any of the covenants, agreements or stipulations of this agreement, then the aggrieved party shall hereupon have the right to terminate this agreement by giving written notice to the other party of such termination and specifying an effective date thereof at least thirty (30) days before the effective date of said termination. Termination by either party shall not constitute a waiver of any other right or remedy it may have in law or in equity for breach of this agreement by the other party.
- 3.3 Written notice shall be considered furnished when it is sent by Certified Mail, return receipt requested or is hand delivered.
- 3.4 This agreement is automatically canceled, without requirement of notice, if any payment required by Section 2.1 of this agreement is not made within thirty (30) business days of the date on which it is due.

4. TERMS OF AGREEMENT

- 4.1 Indigency and client eligibility for representation under this agreement shall be determined in conformity with the standards of indigency and other rules and standards established by the Ohio Public Defender Commission and the State Public Defender.
- 4.2 As soon as is reasonably practical after a case is finally disposed of by the Municipal Court, the Court shall approve counsel fees in accordance with the standards of indigency, which fees shall not be taxed as part of the costs of the case. In only exceptional circumstances shall the court approve attorney's fees in excess of the schedule established by the COUNTY.
- 4.3 Recognizing that the requests for reimbursements must be received by the State Public Defender within ninety (90) days of the end of the calendar month in which a case is finally

disposed of by the Court, the Hardin County Municipal Court Clerk shall promptly notify the COUNTY of the fees which have been approved.

4.4 After approval, the COUNTY Auditor shall thereafter, process the fees and expenses approved by the Court in accordance with the procedure set forth in Ohio Revised Code §120.33.

4.5 There shall be no discrimination against any employee who is employed in the work covered by this agreement or against any application for such employment because of the race, color, religion, sex, age, handicap or national origin. This provision shall apply to, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The COUNTY shall insert a similar provision in any subcontract for services covered by this agreement.

4.6 No personnel of the parties or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

5. MODIFICATION

5.1 This contract may not be amended orally.

5.2 This contract may be amended only by written addendum, signed and executed by the parties named herein, or their successors.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

David A. Ritter 4/7/2021
Village of Ada Date County Commissioner Date

Patty Nanni 4/7/2021
Village of Ada Date County Commissioner Date

[Signature] 12/8/20
County Commissioner Date

[Signature] 12-8-20
Village of Ada Date County Commissioner Date

Approved by:

Timothy Young Date
Ohio Public Defender

#220232